

**REMARKS**

Upon entry of this amendment, claims 1-3 and 5-39 will be pending.

§103 Rejection of Claims 1-3 and 5-18

In Section 6 of the office action dated August 5, 2010 ("the Office Action"), claims 1-3 and 5-18 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges et al. (U.S. Publication No. 20020157002; hereinafter referred to as "Messerges") in view over Foster et al. (U.S. Publication No. 20030198351; hereinafter referred to as "Foster"), in view over Chase et al. (U.S. Publication No. 20030187801; hereinafter referred to as "Chase"), and in further view over Yaacovi (U.S. Publication No. 20030018582; hereinafter referred to as "Yaacovi").

Regarding claim 1, all of the arguments presented in the responses to the prior office actions are maintained.

Claim 1 recites a method of presenting content data, comprising:

- (a) receiving at a server device a present request indicating locked content data from a client connected to a hub network,
- (b) wherein the server device is configured to set up the hub network including adding the client and the server device to the hub network,
- (c) wherein the server device is configured to function as a client in the hub network, and
- (d) wherein said locked content data is stored on the server device connected to the hub network;
- (e) checking a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,

- (f) wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to the hub network,
- (g) wherein the bound instance of said locked content data and the license corresponding to said locked content data are bound to the hub network, and
- (h) wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network,
- (i) the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and wherein the disable request causes the license corresponding to the locked content data to be disabled; and
- (j) presenting said locked content data through a presentation component connected to said client when said locked content data is a bound instance.

(emphasis and limitation designators added)

Regarding limitations (h) and (i), they recite “wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network” and “the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and wherein the disable request causes the license corresponding to the locked content data to be disabled.” These limitations are disclosed in at least Paragraphs [0030], [0135] and [0136] of the publication of the present application (U.S. Publication No. 2004/0117619) as follows:

[0030] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.

[0135] After the server receives the discrete request, the server causes the clients of the hub network to disable sub-copy versions of the corresponding bound instance, block 2515. The server sends a disable request to each of the members of the hub network, specifying for which bound instance sub-copy versions are to be disabled. Alternatively, the server sends the disable request to members that have sub-copy versions of the bound instance (e.g., as indicated through licenses sent to the clients). The clients receiving the disable request disable all sub-copy versions corresponding to the bound instance. By disabling a sub-copy version, compliant devices will not present or play the disabled sub-copy version. In one implementation, a client disables a sub-copy version by disabling the license for the sub-copy version. ...

[0136] After the server disables the sub-copy versions, the server disables the source version, block 2515. By disabling

the source version, compliant devices will not present or play the source version. The server disables the source version similarly to the server disabling a discrete instance or a client disabling a sub-copy version, such as by disabling the root license for the bound instance.

Thus, limitations (h) and (i) state that when the locked content data is to be moved to another server device bound to another hub network, the locked content data is changed from a bound instance to a discrete instance. Further, the server device sends a disable request for the locked content data to the clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance, and the disable request causes the license corresponding to the locked content data to be disabled.

This Office Action differs from the previous office action in that references Chase and Yaacovi have been added and reference Ikeda has been removed. The Office Action now cites Chase, Paragraphs [0020], [0279], [0283] and Yaacovi [0004], [0011], [0053] and states that when combined with Messerges shows parts of limitations (h) and (i) ("disable request causes the license corresponding to the locked content data to be disabled" and "said locked content data is changed to a discrete instance when said locked content data is to be moved to another server bound to another hub network.").

The relevant passages of Chase and Yaacovi are recited here:

[Chase 0020] In the present invention, content revocation is achieved by disabling all licenses issued to a user's computing device for corresponding content. Since the DRM system on the computing device acts based on received licenses, a content revocation is delivered within such a license. Upon storage of a license containing a content revocation on the computing device, the DRM system recognizes the content revocation within the license, validates the content revocation, and stores same in the secure state store under the public key of the content server

(PU-CS). Importantly, each license has a (PU-CS) therein, and each evaluation of a license considers each content revocation stored in the state store and having the same (PU-CS), and determines based on the content revocation whether such license is to be disabled or otherwise affected. A content revocation is one form of a license modification that may be delivered within a license.

[Chase 0279] In accordance with the DRM architecture as set forth above, content revocation is achieved by disabling all licenses 16 issued to a user's computing device 14 for the content 12. Since the DRM system 32 on the computing device 14 acts based on received licenses 16, the content revocation is delivered within such a license 16. Upon storage of a license 16 containing a content revocation on the computing device 14, the DRM system 32 recognizes the content revocation within the license 16, validates the content revocation, and stores same in the secure state store 40 under the public key of the content server 22 (PU-CS). Importantly, each future evaluation of a license 16 considers all content revocations stored in the state store and determines whether such license 16 is bound to content 12 that has been disabled according to a particular content revocation. If so, the license 16 refuses to allow rendering of the content 12.

[Chase 0283] In one embodiment of the present invention, and referring now to FIGS. 13 and 14, the content owner effectuates such a revocation by first generating a revocation string 60 containing revocation information (step 1301), and delivers the revocation string 60 to a license server 24 (step 1303). Note that the license server 24 that receives the revocation string need not necessarily be the license server 24 that issued the corresponding licenses 16 to be revoked. Accordingly, the revocation string 60 may be delivered to multiple license servers 24.

[Yaacovi 0004] The problem of copying digital content is exacerbated by the fact that digital content cannot easily be "re-sold." In the physical world, a book, analog videocassette, audio vinyl disk recording, etc., can be sold from its original owner to a secondhand purchaser. This may be an advantageous transaction for both parties: the secondhand purchaser acquires a used copy of a book, record, videocassette, etc. at a reduced price as compared with the cost of a new copy, and the seller may be able to

get some money for an item that he or she no longer needs or wants. This situation has no analogue in the digital world. A first user of digital content generally transfers that content to a second user by making a copy of the content (e.g., by copying it to a floppy disk, or transmitting a copy over the Internet). Once the copy is made, the first user has no incentive to destroy the old copy, since both copies are equally good and equally usable. In other words, in contrast with the physical world, transfer of content in the digital world does not normally deprive the original owner of the content. Thus, a person who wants to acquire a copy of digital content must purchase it new or make an (often illegal) copy. In theory, the legal terms of a copyright license for the content may require payment to the owner of the content at the time the copy is made, but compliance with such terms is rare at best.

[Yaacovi 0011] Relicensing terms other than the one described above may also be used. For example, a relicensing term could permit resale of the content and require revocation of the original license as a condition to the sale. This term could be enforced by requiring that, at the time of relicensing, the licensing authority instruct the first user's computer to void the original license. It should further be appreciated that the above-described technique can be adapted for use with all types of content--e.g., text, audio, video, multimedia, software, etc.

[Yaacovi 0053] Once download server 180a has the relevant information, it proceeds to enforce the terms of the relicensure. For example, download server 180a may verify in its records that content package 204 has not been previously sold by the owner identified in term 302, since exemplary relicensing term 308 only permits one resale of content package 204. Assuming that relicensure of the content is permitted, download server 180a may engage in a credit card transaction with computing device 110b in order to collect the specified "resale" payment (eight dollars, in this example). After payment is collected, download server 180a may contact computing device 110a in order to provide the two dollar payment to which the original content owner is entitled under the terms of licensing term 308 (or may arrange for this payment to be deposited in some other place.) Other actions may also be taken depending on the conditions of relicensure specified in the relicensing term(s). For example, as noted above, a

true "used book sale" scenario may be created whereby the original licensee's license is revoked upon resale; in this case, the download server may contact computing device 110a to instruct computing device 110a to revoke the original owner's license. (This revocation may be performed by rendering application 145a, which may be configured to rewrite license 206 in response to such an instruction.) When download server 180a has fulfilled the conditions upon which content package 204 is to be relicensed, it relicenses content package 204 for use on computing device 110b. The act of relicensing may occur in various ways. The following is a non-exhaustive list of ways that content package 204 can be relicensed for use on computing device 110b:

Applicants respectfully disagree with the Examiner's characterization of the combination of Messerges, Chase, and Yaacovi. The above quoted passages of Chase and Yaacovi merely state that content revocation is achieved by disabling all licenses and that license revocation is required for the resale of the content. The combination of these two references with Messerges neither teach nor suggest limitations (h) and (i) as claimed.

Further, it should be noted that the combination of Messerges, Chase, and Yaacovi as explained by the Examiner still fails to cover the limitation that when the server sends a disable request it is a request to change the bound instance of the locked content data to the discrete instance. As explained in the response to the previous office action, these two types of instances are useful in hub networks. For example, according to Paragraph [0037] of Applicants' specification "Compliant media operates according to the processes defined for content that can be ingested into (made bound) and freed from (made discrete) a hub network." Also, according to Paragraph [0111] of Applicants' specification: "A discrete instance of content is not bound to any hub network and can be moved from one device to another, in or out of the hub network, using compliant media." None of the references mention the changing of the instances.

Based on the foregoing discussion, claim 1 should be allowable over the combination of Messerges, Foster, Chase, and Yaacovi. Further, since independent claim 14 recites similar limitations as recited in claim 1, claim 14 should also be allowable over the combination of Messerges, Foster, Chase, and Yaacovi. Since claims 2-3, 5-13, and 15-18 depend from one of claims 1 and 14, claims 2-3, 5-13, and 15-18 should also be allowable over the combination of Messerges, Foster, Chase, and Yaacovi.

Accordingly, it is submitted that the rejection of claims 1-3 and 5-18 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

#### §103 Rejection of Claims 19-28

In Section 24 of the Office Action, claims 19-28 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Russell et al. (U.S. Publication No. 20020069420; hereinafter referred to as "Russell"), in view over Foster, in view over Chase, and in further view over Yaacovi.

Based on the foregoing discussion regarding claim 1, and since independent claims 19 and 26 recite similar limitations as recited in claim 1, claims 19 and 26 should also be allowable over the combination of Messerges, Foster, Chase, and Yaacovi. Further, Russell is merely cited for allegedly teaching "a main server containing copy of each content item". Thus, claims 19 and 26 should be allowable over the combination of Messerges, Russell, Foster, Chase, and Yaacovi. Further, since claims 20-25 and 27-28 depend from claims 19 and 26, respectively, claims 20-25 and 27-28 should also be allowable over the combination of Messerges, Russell, Foster, Chase, and Yaacovi.



Accordingly, it is submitted that the rejection of claims 19-28 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 29-39

In Section 35 of the Office Action, claims 29-39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Foster, and in further view over Russell, in view over Chase, in view over Yaacovi and in further view over Peinado et al. (U.S. Publication No. 20030217011; hereinafter referred to as "Peinado").

Based on the foregoing discussion regarding claim 19 and 26, and since independent claim 37 recites similar limitations as recited in claims 19 and 26, claim 37 should also be allowable over the combination of Messerges, Russell, Foster, Chase, and Yaacovi. Further, Peinado is merely cited for allegedly teaching that "a license store may be embodied in any other form so long as the license store performs the function of storing license in a location convenient for the DRM". Thus, claims 26 and 37 should be allowable over the combination of Messerges, Russell, Foster, Chase, Yaacovi, and Peinado. Further, since claims 29-36 and 38-39 depend from claims 26 and 37, respectively, claims 29-36 and 38-39 should also be allowable over the combination of Messerges, Russell, Foster, Chase, Yaacovi, and Peinado.

Accordingly, it is submitted that the rejection of claim 29-39 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

**Conclusion**

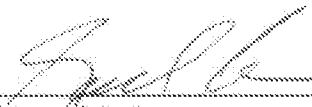
In view of the foregoing, applicants respectfully request reconsideration of claims 1-3 and 5-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

Dated: 12-6-10

By: \_\_\_\_\_

  
Samuel S. Lee  
Reg. No. 42,791

Procopio, Cory, Hargreaves & Savitch LLP  
525 B Street, Suite 2200  
San Diego, California 92101-4469  
(619) 525-3821